

GREEN TOWNSHIP BOARD OF EDUCATION

Box 14

Greendell, New Jersey 07839

SUPERINTENDENT

CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made this *21st day of May 2014* between the BOARD OF EDUCATION OF GREEN TOWNSHIP, Sussex County (hereafter referred to as the "Board"), P.O. Box 14, Greendell, New Jersey, 07839 and JOHN Z. NITTOLLO, 294 Springbrook Trail, Sparta, New Jersey 07871 (hereafter referred to as Mr. Nittolo).

WITNESSETH:

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the school, which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the school; and

WHEREAS, Mr. Nittolo is the holder of an appropriate certification as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I **EMPLOYMENT**

The Board hereby agrees to employ Mr. Nittolo as Superintendent for the period of July 1, 2014 through the close of business on June 30, 2019. The parties acknowledge that this agreement must be approved by the Sussex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II **CERTIFICATION**

The parties acknowledge that Mr. Nittolo possesses the appropriate New Jersey administrative certification and School Administrator endorsement (attached as Exhibit A), which certificate and endorsement is required in order for him to serve as Superintendent.

If at any time during the term of this Agreement, Mr. Nittolo's certification(s) is revoked, this Agreement shall be null and void as of the date of the revocation.

ARTICLE III DUTIES

In consideration of employment, salary and fringe benefits established hereby, Mr. Nittolo hereby agrees to the following:

- A. To faithfully perform the duties of Superintendent for the Board and to serve as the Chief School Administrator in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future.
- B. To devote his full-time skills, labor, and attention to this employment during the term of this agreement; and, except as otherwise provided herein, further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Said permission shall not be unreasonably withheld. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honorarium paid. The Superintendent shall notify the Board President in the event he is going to be away from the district on district business for two (2) or more school days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this contract governing time off. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.
- C. To assume the responsibilities for the appointment, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, in accordance with *N.J.S.A. 18A: 27-4.1*.
- D. To non-renew personnel pursuant to *N.J.S.A. 18A: 27-4.1* and provide a written statement of reasons for non-renewal upon written request from staff members.
- E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Board will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action.
- F. To assume responsibility for the administration of the school district, including, but not limited to, programs, personnel, fiscal operations, instructional programs, and all duties and responsibilities therein. These duties and responsibilities will be performed and discharged by Mr. Nittolo or by staff at his direction.
- G. The Superintendent shall have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. The Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance,

is given the opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf.

- H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the schools.
- I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board shall not substantially increase the duties of the Superintendent by assigning him duties of another position or title without negotiating additional compensation for the Superintendent to undertake such duties. The Superintendent shall at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

ARTICLE IV SALARY and BENEFITS

- A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

- 1. Salary: The Board shall provide the following salary as part of Mr. Nittolo's compensation:

- a. Initial Salary: The Board shall pay Mr. Nittolo an annual salary of one hundred thirty-five thousand dollars (\$135,000) for the 2014-2015 school year. This annual salary rate shall be paid to Mr. Nittolo in accordance with the schedule of salary payments in effect for other certified employees.
- b. Salary Schedule for Subsequent Years: For each subsequent year of this contract, the Board shall pay Mr. Nittolo a salary in accordance with the following schedule:

2015-2016 Salary	\$135,000
2016-2017 Salary	\$135,000
2017-2018 Salary	\$135,000
2018-2019 Salary	\$135,000

- c. In the event that the Salary Cap Regulations are determined to be invalid, expire and/or are amended, the parties may agree to reopen this contract for the sole purpose of discussing Mr. Nittolo's base salary and/or amend the merit pay.
- d. Payment to Estate: If the Superintendent dies before his contract of employment is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to his estate in accordance with the law.
- e. The Board may consider, based on evaluation of Mr. Nittolo's performance, reopening this contract at the end of the 2015-2016 school year.

Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2019 (the final day of this agreement) unless the parties have agreed to a contract extension and that extension has been approved by the Sussex County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2019. Any renewal, extension, or modification of this Agreement shall comply with the notice provision of P.L. 2007,

c53, the School District Accountability Act and N.J.A.C. 6A:23A-3.1 et seq.

2. Merit Pay:

- a. Beginning with the first year of this contract and each year thereafter, Mr. Nittolo may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative and/or qualitative merit criteria. On or before June 30th of each year for this contract, the Board and Mr. Nittolo shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year. The criteria shall be reflected in an appendix to this contract. For the first year of this contract, the merit goals shall be selected by June 1, 2014. Said goals shall be submitted to the Executive County Superintendent for approval. If a goal is not approved by Executive County Superintendent, a new goal shall be selected by the Board and Mr. Nittolo for resubmission to the Executive County Superintendent.
- b. Mr. Nittolo shall receive a merit bonus in the amount of 3.33% of his annual base salary for each quantitative merit criterion achieved and 2.5% of annual base salary for each qualitative merit criterion achieved. The maximum annual merit bonus Mr. Nittolo can receive is 14.99% of his annual base salary.
- c. Following the conclusion of each school year, Mr. Nittolo shall submit a goal completion document certifying that the quantitative and/or qualitative merit criteria has been satisfied. This goal completion document will then be reviewed and validated with the Personnel Committee. Once the Personnel Committee and Mr. Nittolo have met and agreed that the goals were completed and satisfied, the goal completion document and supporting evidence would then be approved by the whole Board as a motion in a public meeting. After full Board approval Mr. Nittolo will be paid his merit bonus within 30 days, after final approval by the Executive County Superintendent. The Board shall be the final arbiter about whether a goal has been satisfied.

3. Sick Leave: Mr. Nittolo shall be allowed fifteen (15) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative in accordance with the provisions of *Title 18A*.

- a. Upon retirement from the district and notice to the Board, unused sick days will be reimbursed, at the rate of \$75.00 per day. Reimbursement for sick days shall be consistent with the law in effect at the time this contract is signed. Such payment shall not exceed \$ 15,000 and any such payment shall be made by the Board within thirty (30) days of the Superintendent's last day of employment. Accumulated unused sick leave compensation shall not be paid to Mr. Nittolo's estate or beneficiaries in the event of death prior to retirement.
4. Vacation: Mr. Nittolo shall be granted twenty-four (24) vacation days annually, which shall be considered earned at the rate of two days per month, although all days shall be available on July 1. The Superintendent shall take his vacation time after giving the Board President reasonable notice. Mr. Nittolo may take vacation during the school year upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent may carry over five

(5) unused vacation days to the next year only.

5. Personal Leave: Mr. Nittolo shall be granted five (5) days of absence annually for personal matters which require absence during school hours, to be used at his discretion.
6. Family Leave: Mr. Nittolo shall be entitled to the following leave of absence annually at full pay:
 - a. Family Sick Leave - a maximum of three (3) days for immediate family illness.
 - b. Bereavement - up to five (5) days for the death of an immediate family member. All family leave days specified in this paragraph shall not be cumulative. Immediate family shall include spouse, domestic partner as domestic partner is defined in New Jersey statute, child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, father, step-father, step-father-in-law, mother, step-mother or step-mother-in-law.
 - c. Bereavement – Not Immediate Family - one (1) day for a death in other than immediate family. Other than immediate family is defined as aunt, uncle, niece, nephew or first cousin of the employee or their spouse/domestic partner.
7. Holidays: Mr. Nittolo shall be entitled to the paid holidays as per the Board approved school calendar.
8. Health Benefits: Mr. Nittolo shall be entitled to the same health benefits as the district's full-time certified and non-certified staff. In the event health benefits are revised for the district during the term of this Agreement, Mr. Nittolo will be provided the option of maintaining a "look alike" policy to the current health plan, if permissible. As an additional option, the Superintendent may waive his health benefits coverage, with proof of alternate coverage, and be paid an annual stipend of five thousand (\$5,000). Said stipend will be paid in two equal parts in December and June of the contract year. The Superintendent shall contribute to the premium costs for all such coverages in accordance with Chapter 78, P.L. 2011 as it exists at the time of the start of the contract and implementing regulations. The premium shall be paid by the Superintendent through payroll deduction.
9. Tuition Reimbursement: Mr. Nittolo shall be reimbursed, annually, by the Board for his actual tuition costs in connection with those courses of studies successfully completed with a grade of "C" or higher at a duly accredited institution of higher education, that are approved in advance by the Board, in an amount not to exceed \$5,000. In the event, that the Superintendent should leave the district prior to eighteen (18) months from the effective date of the Agreement, the district shall be fully reimbursed for any course which received compensation.
10. Car Allowance: The Board of Education shall provide Mr. Nittolo with a car allowance of \$200.00 per month to compensate him for his monthly travel for business purposes.

11. Professional Membership and Dues. The Board shall pay the actual cost of annual membership dues for professional organizations; such annual dues are not to exceed \$2,000 annually.

The Board encourages professional growth of the Superintendent through his participation in a variety of activities, programs, conferences and seminars. Through its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent to attend such events subject to the limitations cited in *N.J.S.A. 18A:11-12* and *N.J.A.C. 6A:23A-7.1 et seq.*, and shall pay all necessary travel, lodging, registration and sustenance expenses for national, regional, state and county meetings as required, subject to prior approval of the Board and availability of funds.

It is agreed that in the absence of compelling circumstances requiring the presence of the Superintendent in the district, each school year the Superintendent shall be entitled to attend the following: New Jersey School Boards Association, New Jersey Association of School Administrators, NJ Techspo, national conferences, and any other conferences approved by the Board of Education. Reimbursement or payment for hotel, meal and travel expenses shall be made in accordance with Board policies and shall be in compliance with the applicable Federal Office of Management and Budget (OMB) circular, and all applicable provisions of the New Jersey statutory and regulatory provisions and guidance, including *N.J.S.A. 18A:11-12* and *N.J.A.C. 6A:23A-3.1*. Travel costs will require formal Board approval.

12. Miscellaneous. The Board will reimburse the Superintendent for the usage costs of a Smart Phone with Data Plan of the Superintendent's choice. The device will be purchased and maintained by the Green Township School District. The Superintendent shall submit invoices to the business office monthly.

The Superintendent shall be provided a new laptop computer for school business use, which will be the property of the Green Township School District, and will be reimbursed for Home Office internet plan.

ARTICLE V ANNUAL EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Said evaluation shall be completed by June 30 of each year. Each annual evaluation shall be in writing and shall represent the consensus of the Board. A copy of the proposed final evaluation shall be provided to the Superintendent, and he and the Board shall meet to discuss the findings before final action by the Board to approve same. The Board may meet in closed session to discuss the evaluation and his performance where a Rice notice has been served upon him giving notice that his employment will be discussed in closed session, and he has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, and such other criteria as the State Board of Education shall by regulation prescribe. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request.

ARTICLE VI
TERMINATION OF EMPLOYMENT CONTRACT

- A. This Agreement shall terminate, the Superintendent's employment will cease, and compensation shall thereafter not be paid, under any one of the following circumstances:
- 1) Failure to possess/obtain proper certification
 - 2) Revocation or suspension of the School Administrator's certificate, in which case this Agreement shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
 - 3) Forfeiture under *N.J.S.A. 2C: 51-2*;
 - 4) Tenure dismissal pursuant to the requirements of *18A:17-20.2*;
 - 5) Mutual agreement of the parties;
 - 6) Notification in writing by the Board to the Superintendent at least 150 days prior to the expiration of this Agreement of the Board's intent not to renew this Agreement¹;
- or
- 7) Purposeful misrepresentation of employment history, educational and professional credentials, and criminal background
- B. Nothing in this Agreement shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.
- C. The Superintendent may terminate this Employment Agreement upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

ARTICLE VII
REAPPOINTMENT/NON-REAPPOINTMENT

At the conclusion of the term of this Agreement, the Superintendent shall be deemed reappointed for another contractual term of five (5) school years unless one of the following occurs:

- A. The Board by Agreement reappoints the Superintendent for a different term of not less than three (3) nor more than five (5) years; or
- B. In accordance with such laws and regulations that would require nullification of this Agreement.

ARTICLE VIII
COMPLETE AGREEMENT

This Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX
SAVINGS CLAUSE AND CONFLICTS CLAUSE

¹ The Superintendent shall remind the Board President in writing of this obligation by January 15, 2019.

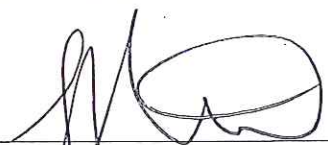
If, during the term of this Agreement, it is found that a specific clause of the agreement is illegal under federal or State law, the remainder of the Employment Agreement is not affected by such a ruling and shall remain in force. In the event of any conflict between the terms, conditions and provisions of this Employment Agreement and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE X
DISTRICT GOALS AND OBJECTIVES

Within sixty (60) days of the Superintendent commencing his employment for the district, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On or before June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as hereto after described.

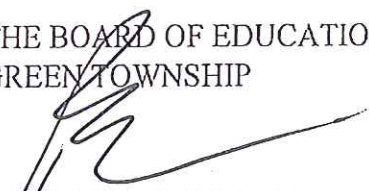
IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Agreement effective on this _____ day of _____

SUPERINTENDENT



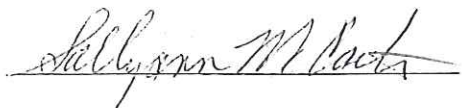
John Z. Nittolo

THE BOARD OF EDUCATION
GREEN TOWNSHIP



William Ippolito, President

WITNESS



WITNESS

